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A PROFESSIONAL CORPORATION
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4 Attorneys for Plaintiffs
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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
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12 BOARD OF TRUSTEES OF THE BAY AREA) NO. C 08 1612 MEJ
13 ROOFERS HEALTH & WELFARE TRUST)
14 FUND, PACIFIC COAST ROOFERS)
15 PENSION PLAN, EAST BAY/NORTH BAY)
16 ROOFERS VACATION TRUST FUND, BAY)
17 AREA COUNTIES ROOFING INDUSTRY)
18 PROMOTION FUND, BAY AREA COUNTIES) STIPULATION FOR JUDGMENT
19 ROOFING INDUSTRY APPRENTICESHIP)
20 TRAINING FUND; TRUSTEE; BRUCE LAU,)
21 TRUSTEE;)
Plaintiffs,)
vs.)
ROYCE B PETERSON ROOFING INC., etc.,)
Defendant.)

22 IT IS HEREBY STIPULATED and agreed by and between plaintiffs
23 BOARD OF TRUSTEES OF THE BAY AREA ROOFERS HEALTH & WELFARE TRUST FUND,
24 PACIFIC COAST ROOFERS PENSION PLAN, EAST BAY/NORTH BAY ROOFERS
25 VACATION TRUST FUND, BAY AREA COUNTIES ROOFING INDUSTRY PROMOTION
26 FUND, BAY AREA COUNTIES ROOFING INDUSTRY APPRENTICESHIP TRAINING FUND;
27 BRUCE LAU, TRUSTEE, through their attorneys, and defendant, ROYCE B.
28 PETERSON ROOFING INC., a California corporation doing business as

1 PETERSON & JENKINS ROOFING COMPANY, that plaintiffs have and recover
2 judgment from defendant in the amount of \$37, 789.97, which amount is
3 composed of the following:

4 a. Contributions balances due and unpaid to Plaintiff
5 Trust Funds for the months of August 2007 through January 2008 in the
6 amount of \$31,199.98;

7 b. Liquidated damages due and unpaid to the Plaintiff
8 Trust Funds for the months of August 2007 through January 2008 in the
9 amount of \$6,239.99;

10 c. Costs of suit incurred in this action in the amount of
11 \$350.00.

12 IT IS FURTHER STIPULATED and agreed by the parties hereto
13 that an abstract of judgment will be recorded but execution will not
14 issue on the judgment so long as defendant fully complies with the
15 following conditions:

16 1. Defendant shall make payments of all amounts to become
17 due to plaintiffs for hours worked by defendant's employees,
18 commencing with the payment for June 2008 hours due on or before July
19 10, 2008 and continuing until the full amount of the judgment is paid.
20 Each of said payments will be made by check payable to the Roofers
21 Local Union No. 81 Area Trust Funds and should be sent to the address
22 on the monthly reporting form.

23 2. Defendant shall pay the amount of the contributions
24 under paragraph (a) \$31,199.98 in weekly installments of \$500.00
25 commencing immediately and continuing until all the contributions are
26 paid. Each of said payments will be made by check payable to the
27 ROOFERS LOCAL UNION NO 40 AREA TRUST FUNDS and should be sent to
28 ERSKINE & TULLEY, Attention Michael J. Carroll, 220 Montgomery Street,

1 Suite 303, San Francisco, CA 94104.

2 3. If the above amount of \$31,199.98 is paid in full
3 pursuant to the above schedule and if defendant has paid regular
4 contributions on time for the next twelve months, the Board of
5 Trustees of Plaintiff Trust Funds will waive the liquidated damages
6 and costs owed as stated in paragraphs (b) and (c) above.

7 4. Plaintiffs and Defendant each understand and agree that
8 any modification of payments must be made in writing and agreed to by
9 both the Plaintiffs and the Defendant.

10 5. Should any current payment due under the collective
11 bargaining agreement become delinquent, the entire amount of this
12 judgment and the current delinquent contributions and liquidated
13 damages, reduced by any offset for payments made, shall become due and
14 payable immediately and execution may commence on the judgment without
15 further notice.


16 IT IS FURTHER STIPULATED AND AGREED by the parties hereto
17 that upon failure of the Defendant to make any of their monthly
18 contribution payments pursuant to the collective bargaining agreement
19 as set forth in paragraph 1 above, and the monthly installment
20 payments in a timely manner as required pursuant to the terms of
21 paragraphs 2 and 3 of this stipulation, execution on the entire
22 judgment in the amount of \$31,199.98 reduced by any offsets for
23 payments made, shall issue only after ten (10) days written notice to
24 the Defendant that Plaintiffs or Plaintiffs' attorney declares a
25 default and intends to file a Declaration stating that a default has
26 occurred on the part of the defendant. Defendant waives notice of any
27 hearing held by the court upon the earlier execution of this judgment
28 or Plaintiffs' declaration.

1 Defendant, PETERSON & JENKINS ROOFING INC., a California
2 corporation doing business as PETERSON & JENKINS ROOFING COMPANY, is
3 not represented by counsel and has been advised to seek the advice of
4 counsel before signing this stipulation for judgment.

5 IN WITNESS WHEREOF, plaintiffs' attorney and defendant
6 have executed this Stipulation for Judgment this 26th day of June ,
7 2008.

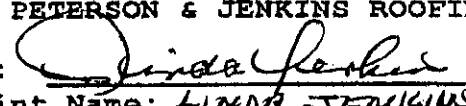
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9 Dated: June 30, 2008

ERSKINE & TULLEY
A PROFESSIONAL CORPORATION

10 By: 
11 Michael J. Carroll
12 Attorneys for Plaintiffs

13 Dated: June 30, 2008

PETERSON & JENKINS ROOFING INC., a
California corporation doing business
as PETERSON & JENKINS ROOFING COMPANY

14 By: 
15 Print Name: LINDA JENKINS
16 Corporate Title: PRES.
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STIPULATION FOR JUDGMENT

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